

PENDLETON COUNTY FISCAL COURT

February Term, February 10th, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by County Attorney Jeff Dean, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

Judge Bertram presented the agenda, he ask that the agenda be amended to include the following items: Item 6A KACO presentation, Item 6B Audit Exit Conference and Item 8A Presentation by Barth Johnson regarding Nature Trail. Whereupon Squire Wells made a motion to accept the agenda as amended, seconded by Squire Veirs, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented minutes from the Fiscal Court meeting of January 27th, 2009 to the court. Squire Veirs made a motion to accept the minutes as presented, seconded by Squire Fogle, motion carried.

In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of January. This reported was submitted for review, final determination to be made at the next regular Fiscal Court meeting.

In Re: KACO Presentation

Grant Satterly from KACO presented the court with a copy of a Closing Agreement on Final Determination Covering Specific Matters from the Internal Revenue Service. Consent to Disclose Tax Information was included as a part of this presentation. Judge Bertram ask the court for permission to sign this consent, whereby Squire Whaley made a motion to permit Judge Bertram to sign this form, seconded by Squire Veirs, motion carried.

Form 906
(Rev. August 1994)

Department of the Treasury - Internal Revenue Service

Closing Agreement On Final Determination Covering Specific Matters

Under section 7121 of the Internal Revenue Code (the "Code"), Pendleton County, Kentucky (the "County"), 233 Main Street, Falmouth, Kentucky 41040, E.I.N. 61-6000764 and the Commissioner of Internal Revenue make this closing agreement ("agreement").

WHEREAS, the parties have determined the following facts and made the following legal conclusions and representations:

A. The Tax-Exempt Bond Division ("TEB") of the Internal Revenue Service (the "Service") conducted an examination of the \$100,000,000 Pendleton County, Kentucky Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program) 1993 Series A and 1993 Series B (collectively, the "Bonds").

B. The 1993 Series A Bonds, which had an aggregate principal amount of \$90,000,000, were redeemed not later than 2005.

C. On May 9, 2006, TEB issued a proposed determination that interest on the Bonds is subject to Federal income tax.

D. The County disagreed with TEB's proposed determination, and the County sought review thereof by the Service's Office of Appeals.

E. The Service, acting through its Office of Appeals, and the County have resolved the issues presented in TEB's proposed determination.

F. The terms of this agreement were arrived at by negotiation between the Service and the County and may differ from the terms of settlement of other bond issues examined or to be examined by the Service.

G. This agreement is for the benefit of the County and past, present, and future registered and beneficial owners of the Bonds (the "Bondholders").

Pendleton County, Kentucky
Form 906
Page 3

8. This agreement is, and shall be construed as being, solely for the benefit of the Service, the County, and the Bondholders. Except as otherwise noted, this agreement shall not be construed as creating any liability or obligation of the parties to any third party and it creates no rights against the parties in favor of any third party.
9. This agreement does not constitute a ruling by the Service and may not be cited or relied on as precedent in the disposition of any other matter.
10. The fact that the County has entered into this agreement with the Service shall not be construed as an admission by the County of any wrongdoing or liability with respect to the Bonds. The County has entered into this agreement solely for the purpose of avoiding the expense and burden of further proceedings, and it expressly denies that it engaged in any wrongdoing.
11. This agreement and its contents are subject to the confidentiality requirements of section 6103 of the Code and shall not be disclosed by the Service to any third party except as provided by law, provided, however, that the County hereby consents to the disclosure by the Service of information concerning the existence and subject matter of this agreement to Members of Congress, the press, and the general public:
 - (a) in the event of a default by the County with respect to any term in this agreement; and
 - (b) to the extent the Service deems necessary to correct any material misstatement with respect to this agreement in response to a public statement by the County or an agent of the County.

See attachment A.
12. This agreement is final and conclusive except:
 - (a) the matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of material fact;

Pendleton County, Kentucky
Form 906
Attachment A

Consent To Disclose Tax Information

Subject to the conditions set forth in the preceding paragraphs, Pendleton County, Kentucky (the "County") hereby authorizes the Service to make public its returns and return information (as those terms are defined in section 6103(b) of the Internal Revenue Code) relating to the foregoing agreement.

The above described information may be disclosed by the Service to Members of Congress, the press, and the general public:

- (a) in the event of a default by the County on any term in the agreement;
- (b) to the extent the Service deems necessary to correct any material misstatement with respect to the agreement in response to a public statement by the County or an agent of the County.

The County is aware that without this authorization its returns and return information are confidential and are protected by law under the Code. The County understands that this consent does not constitute a general waiver of its rights to confidentiality under section 6103(a). The County also understands that the Service may disclose its returns and return information (as described in section 6103(b)(1) and (2)) and the terms of the agreement pursuant to this consent if, and only if, either of the circumstances in clauses (a) or (b) occurs.

I, Henry W. Bertram, hereby certify that I have the authority to execute this consent to disclose information on behalf of the County.

Pendleton County, Kentucky
E.L.N. 31-6000764
233 Main Street
Falmouth, Kentucky 41040

By: _____
Henry W. Bertram
Judge/Executive

Date: _____

In Re: Audit Exit Conference

Beth Vice from the CPA firm of VonLehman and Associates presented the fiscal court with a copy of the exit conference reports and reported that there where no significant finds. Suggestions have been made for ways to change and improve some of the things that the accounting department is doing at this time. Judge Bertram and Vicky King, County Treasurer agreed to make changes regarding: PO process, make sure all checks are behind lock and key, procedures for handling conflict of interest, whistle blowing. No Significant Deficiencies or Material Weaknesses where found.

EXIT CONFERENCE
PENDLETON COUNTY
HENRY BERTRAM COUNTY JUDGE/EXECUTIVE
June 30, 2008

Date: 1/23/09

Auditors Present: Don Fritz & Beth Vice

Officials:

County Judge/Executive: Henry Bertram

Deputy County Judge/Executive:

County Treasurer: Vicky King

Finance Director:

Others Present:

We appreciate the courtesy extended to our audit staff. During the course of our audit, we have developed the following comments and recommendations for your review. You are not required to respond to the comments and recommendations. If you do not return written responses to the auditors, the audit report will read, "The official did not respond." However, we recommend that you provide written responses. Please understand that your responses will be printed verbatim in the audit report. You have up to ten (10) working days to respond to the comments and recommendations. Please return any written responses to the auditors as soon as possible.

1. Quarterly Report Should Disclose All of the County Liabilities

This is a comment repeated from last year. Similar to last year, it was noted that the county did not disclose the Pendleton County Public Properties debt on the quarterly report. Governor's Office for Local Development requires all liabilities to be reported on the quarterly report. We recommend that the County comply with this in the future.

Response or Additional Information: Has Been Added

2. The Fiscal Court Should Authorize Purchase Orders Prior to the Invoice Date.

This is a comment repeated from last year. Similar to last year, during the testing of expenditures, it was noted that most purchase orders were prepared and authorized when the invoice is received. We recommend purchase orders be completed and approved prior to the invoice date.

Response or Additional Information: Purchase orders are generated through automated system - The timing of when the system generates the order might not be appropriate and we will work on a more appropriate process.

3. The County Should Closely Monitor Pledge of Securities of County Depository.

This is a comment repeated from last year. Similar to last year, a confirmation was returned from Fifth Third Bank indicating the following:

The written collateral security agreement was not approved by the bank's board of directors or by the Board's loan committee, such approval was not reflected in the minutes of the board or committee, the written collateral security agreement was not made on official record of the bank, and the pledged securities were not held by the bank's trust department.

We recommend that the County work with the bank to resolve this issue to ensure the County's deposits are properly secured.

Response or Additional Information: No longer relevant due to change in financial institutions - We no longer bank at Fifth Third.

4. The Employer Portion of the Form I-9 Should be Completed.

During our payroll testing, it was noted that the employer portion of several Form I-9s was not completely filled in. We recommend the County review all of its employees' forms to ensure proper completion.

Response or Additional Information: Will check all I 9's and and fill in completely.

5. The Capital Assets Schedule Provided During the Audit Was Not Accurate.

During our testing procedures on capital assets, we noted there were several errors on the schedule provided for the audit. These errors included one capital that was omitted, several assets in which the current year depreciation expense was miscalculated, and the beginning of the year amounts did not agree to last year's audited financial statements. We recommend the County review its capital asset schedule to ensure completeness and accuracy.

Response or Additional Information: Have put new checks in place
to prevent - and will review schedule more closely.

6. Job Responsibilities Should Be Rotated While Financial Personnel Are on Vacation.

During our review of the County's internal controls, it was noted that duties are not rotated while financial personnel are on vacation. We recommend others within the organization be trained so that they can serve as a back up while other employees are on vacation.

Response or Additional Information: Will do back up training
to off set and look at transferring duties where possible.

7. Blank Check Stock Should Be Maintained in a Locked or Secured Area.

During our review of the County's internal controls, it was noted that blank check stock is not kept in a locked or secured area. We recommend this stock be stored in a secure area with limited access.

Response or Additional Information: Will put checks
under locks.

8. Employees Need to be Informed of Steps to Take if They Become Aware or Suspicious of Fraudulent Activity

During our discussions with various employees within the Fiscal Court, several employees indicated they were not aware of what steps they should take if they ever became aware or

suspicious of fraudulent activity. We recommend the Fiscal Court review with all employees what types of activities should be reported and the proper communication channels to do so.

Response or Additional Information: Will Create a policy
to address this issue.

9. Unopened Bank Statements Should First Go to the Judge/Executive to Review for Unusual Activity.

During our review of the bank reconciliation procedure, bank statements are open by the person who opens the mail and given directly to the County Treasurer to prepare the bank reconciliation. We recommend an additional step be put in place in which the bank statements are given to the Judge/Executive unopened so he can review for any unusual activity. When he is finished, he can then give the bank statements to the County Treasurer for preparation of the bank reconciliations.

Response or Additional Information: Will Comply with this request

10. Does the County Judge/Executive or Treasurer have any knowledge of any events occurring subsequent to the fiscal year 2008 through the present day, which may have a material effect on the financial statements?

Response or Additional Information: None

ADDITIONAL COMMENTS/QUESTIONS: Appreciate professionalism of Auditing Staff

It is vital to respond to comments and recommendations with due thought and consideration. When agreeing with the comment and recommendation made, outlining corrective steps, which have been or will be instituted demonstrates the intent on your part to remedy the problem with definitive action. By clearly delineating why purported comments are incorrect or why suggested solutions are inappropriate, you may head off potential problems, even going so far as convincing the auditor to exclude the comment from the final report when he or she is incorrect. In any event, the clearer you draft your response so that someone outside of local government, or even state government, can understand it the better case you will present for your argument.

Note: If any actions occur after this exit conference date, which effect any audit findings, it is the responsibility of the official to provide that information to the Office of Auditor of Public Accounts. Please mail documentation to the following address:

Auditor of Public Accounts
105 Sea Hero Road
Suite 2
Frankfort, Kentucky 40601
Attention: Beth Francis

If you have any questions or concerns regarding this audit, please feel free to contact Beth Francis, State Audit Manager at 1-502-573-0050.

As County Judge/Executive, I acknowledge receiving a copy of the exit conference and the attachments as listed above.

County Judge/Executive: [Signature] Date: 1/23/09
Treasurer: [Signature] Date: 1-23-09
Auditor: [Signature] Date: 1/23/09

Source: Referenced Workpapers

Note to Auditors: Provide a copy of the GOLD (formerly DLG) form recommended for use by fiscal courts when setting fee officials' salaries. (A copy is provided in pre-printed workpapers.)

In Re: Second Reading of the Payroll Tax Increase Ordinance Amendment

County Attorney Jeff Dean read the Payroll Tax Increase Ordinance Amendment in summary form.

Squire Veirs stated that he wants the minutes of this meeting to reflect that this tax is temporary and is to be used to address the emergency services crisis. He also wants it reflected that the tax is to be rescinded on January 1, 2011.

Squire Wells made a motion to approve the Ordinance as read, seconded by Squire Whaley, motion carried.

**OCCUPATIONAL LICENSE TAX
OF
COUNTY OF PENDLETON**

ORDINANCE NO. 430.01

AN ORDINANCE RELATING TO AND AMENDING SECTION 3 OF PENDLETON COUNTY ORDINANCE NO. 430.0 RELATING TO A TEMPORARY INCREASE TO ONE AND ONE-HALF (1 AND 1/2%) PERCENT OF THE EXISTING OCCUPATIONAL LICENSE TAX UPON ALL PERSONS ENGAGED OR EMPLOYED IN ANY TRADE, OCCUPATION OR PROFESSION WITHIN THE COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY FOR THE HEALTH, EDUCATION, SAFETY, WELFARE AND CONVENIENCE OF THE INHABITANTS OF PENDLETON COUNTY, COMMONWEALTH OF KENTUCKY, INCLUDING BUT NOT LIMITED TO ADVANCED LIFE SUPPORT, AMBULANCE, FIRE, POLICE, JAIL, AND PARKS

Be it ordained by the fiscal court of County of Pendleton, Commonwealth of Kentucky, as follows:

WHEREAS, Pendleton County Fiscal Court, like many local governments, is experiencing reduction in state and federal monies and as a result is experiencing a growing budgetary shortfall;

WHEREAS, Pendleton County Fiscal Court is experiencing growing financial difficulties in maintaining the basic services it has undertaken for the Pendleton County community including but not limited to advanced life support and ambulance service, quality fire protection, improved police protection, animal control, senior services, mandatory jail, capital improvements, improved parks and related recreational services;

WHEREAS, Pendleton County Fiscal Court, has been faced with a growing crisis in its efforts to provide adequate fire and ambulance service to its residents;

WHEREAS, Pendleton County Fiscal Court, conducted public hearings to solicit input from the public as to the preferred method to fund and maintain said basic services to the citizens of the County;

WHEREAS, after soliciting said input from the public, the Pendleton County Fiscal Court having determined that the most feasible method for obtaining the desired revenue for the County is by a temporary increase in the existing occupational license tax;

WHEREAS, Pendleton County Fiscal Court believes the creation and funding of additional ambulance and fire protection districts in the County will alleviate some of the financial crisis now facing the County;

WHEREAS, in order to allow adequate time for the creation and funding of ambulance and fire protection districts and to temporarily address the growing ambulance crisis, the Pendleton County Fiscal Court has determined that the annual occupational license tax must be increased to the rate of one and one-half (1 and 1/2%) percent for all wages earned commencing on April 1, 2009 and to remain in force for wages earned on or before midnight of December 31, 2010 and to revert to the previous level of one half (1/2%) percent on January 1, 2011 imposed on any wage, salary, commissions, or any other form of remuneration paid or payable by an employer for services performed in Pendleton County, Kentucky;

WHEREAS, this ordinance is enacted to implement said temporary increase in the annual occupational license tax;

NOW THEREFORE

BE IT ORDAINED BY THE FISCAL COURT, COUNTY OF PENDLETON, as follows:

Section 3 of Pendleton County Ordinance 430.0 as adopted on November 8, 2005 is hereby repealed in full. A new Section 3 is hereby adopted in its place and incorporated by reference into Ordinance 430.0 to read as set forth herein below:

§ 3 - Occupational License Tax Payment Required

- (1) Except as provided in subsection (2) of this section, every person or business entity with employees shall be required to file and pay to the county an occupational license tax for the privilege of engaging in such activities within the county. Commencing on April 1, 2009 the occupational license tax shall be measured by one and one-half (1 and 1/2%) percent of all compensation paid or payable in the county for work done or services performed or rendered in the county by every resident and nonresident who is an employee. Said rate is to remain in force until midnight of December 31, 2010 and shall revert to the previous level of one half (1/2%) percent of all compensation paid or payable in the county for work done or services performed or rendered in the county by every resident and nonresident who is an employee on January 1, 2011.
- (2) If any business entity dissolves, ceases to operate, or withdraws from the county during any taxable year, or if any business entity in any manner surrenders or loses its charter during any taxable year, the dissolution, cessation of business, withdrawal, or loss or surrender of charter shall not defeat the filing of returns and

the assessment and collection of any occupational license tax for the period of that taxable year during which the business entity had business activity in the county.

- (3) The occupational license tax imposed in this section shall not apply to the following persons or business entities:
- (a) Any compensation received by members of the Kentucky National Guard for active duty training, unit training assemblies and annual field training;
 - (b) Any compensation received by precinct workers for election training or work at election booths in state, county, and local primary, regular, or special elections;

THE SOLE PURPOSE OF THIS ORDINANCE IS TO TEMPORARILY INCREASE THE OCCUPATIONAL TAX RATE AS SET FORTH IN SECTION 3 OF PENDLETON COUNTY ORDINANCE 430.0 IN ALL OTHER RESPECTS ORDINANCE 430.0 REMAINS IN FORCE

Notice and Publication of the first reading of this Ordinance shall be by summary; publication upon passage of this Ordinance shall be by summary; the full text of the Ordinance is available at the office of the Pendleton County Judge Executive, 233 Main Street, Falmouth, Kentucky, during ordinary business hours.

ADOPTED BY THE PENDLETON COUNTY FISCAL COURT ON _____

Henry W. Bertram
Pendleton County Judge/Executive

Attest:

Vicky King
Pendleton County Court Clerk

First Reading: January 27, 2009
Second Reading: February 10, 2009
Passage: February 10, 2009
Publication: February 17, 2009

In Re: Sheriff's Excess Fees

Judge Bertram presented the court with a copy of Sheriff Peoples check in the amount of \$28,854.07 representing excess fees for calendar year 2008. Final settlement will be made at the next regular fiscal court meeting due to lack of time to review final reports.

Squire Veirs made a motion to accept the check in the amount of \$28,854.07, seconded by Squire Fogle, motion carried.

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PENDLETON COUNTY SHERIFF CHARLES WILLIAM PEOPLES <small>PER ACCOUNT P.O. BOX 404 233 CHASE ST. FALMOUTH, KY 41040</small>		1640
PAY TO THE ORDER OF <u>Pendleton County Treasurer</u>		DATE <u>12.31.08</u>
<u>Twenty eight thousand eight hundred fifty four and 07/100</u>		\$ <u>28,854.07</u>
FOR <u>excess fees</u>		DOLLARS & CENTS
MICR LINE: ⑈001640⑈-⑈04210229⑈		803935E⑈

In Re: Barth Johnson presentation regarding Trails Grant

Barth Johnson reported on the current Trails grant. He had questions regarding groups involved in cleaning trails and working on the trails. Judge Bertram informed him to ask Fred Edwards how he handles the groups who do road side litter pick up and to use the same procedure.

Judge Bertram instructed Mr. Johnson to refer any questions to Grant Administrator Bill Mitchell. This was for information only no action taken.

In Re: Northern Pendleton Fire District Mutual Aid Agreement

Judge Bertram presented the court with a copy of a Mutual Aid Agreement from Northern Pendleton Fire District regarding Mutual Aid to cover ambulance runs when both Ambulance 1 and Ambulance 2 are legitimately involved in emergency care or otherwise involved in patient transport pursuant to a call for services. Discussion was held regarding this agreement and County Attorney Dean gave his consent that all was in order as far as the agreement was concerned. There should be a name change made in the first paragraph, it should read by and through their contract provider Phillip Hart. DBA Pendleton County EMS, Inc.

Squire Whaley made a motion to approve this agreement with the name change, seconded by Squire Veirs, motion carried.

DBA Pendleton Co. EMS, Inc.

MUTUAL AID AGREEMENT

1. It is the desire of the Northern Pendleton Fire District (hereinafter NPFDD) and the Pendleton County Fiscal Court (hereinafter PCFC), by and through their contract provider Phillip Hart, to enter into a mutual aid agreement for the provision of ambulance service to citizens of Pendleton County. Particularly applicable to this agreement, these services may be supplied to citizens outside of the boundaries of the Northern Pendleton Fire District pursuant to the guidelines set forth herein. This agreement is limited to the provision of ambulance (BLS) services.
2. NPFDD shall only provide BLS through their services. Response personnel on the ambulance shall meet or exceed the regulatory requirements for BLS ambulance service.
3. All responses shall begin from the station of NPFDD, excepting those situations where the ambulance and/or personnel are out of station on another call and/or other business directly or indirectly associated with activities of the NPFDD. NPFDD shall respond with its ambulance, No. _____ and/or First Responder Vehicle, No. _____. Radio numbers and communications will be as are current for NPFDD for runs within their District. NPFDD will take command of incidents they are dispatched to with the exception of incidents wherein they are providing assistance due to over capacity of Pendleton County Ambulance in which case normal protocols will be followed.
4. NPFDD, Pendleton County Ambulance and the PCFC shall exchange any and all information necessary for patient care, emergency management and for billing purposes, otherwise in compliance with applicable state and federal laws and regulations.
5. It is specifically understood and agreed that NPFDD will not be dispatched outside of their District pursuant to this agreement with the exception of the following occurrences:
 - a. Pendleton County Ambulance 1 and Pendleton County Ambulance 2 have previously been dispatched, have obtained a crew and are both legitimately involved in emergency care or otherwise involved in patient transport pursuant to a call for services; more specifically, NPFDD's ambulance shall not be dispatched for any call where Pendleton County Ambulance, Unit 1 or 2, cannot get a crew together for response to a call for service.
6. NPFDD shall be granted and shall retain all rights to bill for any and all calls made on behalf of Pendleton County Ambulance.
7. This Agreement shall be effective from the date executed by the parties hereto and extend for six months; however it shall not extend beyond August 1, 2009 unless the parties hereto enter a written agreement to any such extension.

8. Either party may, for cause, terminate this agreement by giving the other party no less than thirty (30) days written notice. Cause shall be defined as a material breach by either party of the terms of this agreement which shall include, but are not limited to, dispatching runs not in accordance with the terms herein above.

Have seen and agree:

Henry Bertram, Judge/Executive
Pendleton Fiscal Court

Date: _____

Keith Gunkel, Chairman
Northern Pendleton Fire District

Date: _____

Phillip Hart, Administrator
Pendleton County Ambulance

Date: _____

In Re: FEMA and Ice Storm

Judge Bertram commended the Road Department and Dispatch on how they had all handled the work during the recent ice storm. Squire Wells requested a list of all volunteers be compiled so Thank You notes could be sent. A thank you should also be sent to Bennett's Personal Care Home, and Bluegrass energy regarding a situation with a critically ill citizen.

A Thank You should be published in the local paper soon regarding all the help that was received during this very stressful time.

This was for information purposes only, no action taken.

In Re: FEMA Generator Grant

Judge Bertram presented the court with information from Kyem regarding a joint grant with Grant County and the City of Williamstown. This grant will allow for the purchase of generators for critical care facilities within the county.

This was informational only, no action taken.



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF MILITARY AFFAIRS
KENTUCKY EMERGENCY MANAGEMENT
BOONE NATIONAL GUARD CENTER
FRANKFORT KY 40601-6169



January 30, 2009

Mr. Bill Mitchell
Community Development Director
233 Main Street
Falmouth, KY 41040

Re: LPDM-PJ-04KY-2008-005 Joint Pendleton County/Grant County/City of Williamstown Hazard Mitigation Project

Dear Mr. Mitchell,

Kentucky Division of Emergency Management is pleased to inform you that your community's Legislative Pre-Disaster Mitigation Application number LPDM-PJ-04KY-2008-005 to purchase weather radios, generators, and sirens has been approved by FEMA. Attached you will find a copy of the approval letter from FEMA. Please read this approval letter and pay particular attention to the total approved funds and the Period of Performance.

It is important to note that work cannot begin yet on this project. A Proof of Necessity contract must first be executed between your community and the State. The city should be receiving a copy of the Proof of Necessity contract in the next few weeks for you to sign and send back to the State. You will be notified in writing after the Legislative Research Commission has released the Proof of Necessity contract. At that time your community can begin work on this project.

The second step is an Award Briefing, which will be conducted between your community and the State project manager that has been assigned to manage the project. The briefing may be scheduled anytime between the receipt of this letter and the release of the Proof of Necessity contract. An Award Briefing must take place before work on the project begins. Please contact Ms. Emily Frank in the University of Kentucky Mitigation Office at (859) 257-3809 or myself at (502) 607-5768 to schedule the briefing. This briefing will include:

- Going over the approved Scope of Work, Budget and Period of Performance
- Project Reporting
- Payment Reimbursement
- A site visit to the project locations
- Closeout

Once again, congratulations on your grant award, and we look forward to working with you in the near future.

Sincerely,

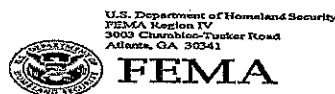
Leslie Mahoney
Leslie Mahoney
State Hazard Mitigation Officer

Attachment

KENTUCKYUNBRIDLEDSPRINT.COM



AN EQUAL OPPORTUNITY EMPLOYER M/F/D



January 22, 2009

BG John W. Heltzel, Director
Kentucky Emergency Management
100 Minuteman Parkway
Frankfort, Kentucky 40601-6168

Attention: Ms. Leslie Mahoney
State Hazard Mitigation Officer

Reference: Legislative Pre-Disaster Mitigation grant program (LPDM)
Project Approval: LPDM-PJ-04-KY-2008-005
Pendleton County Fiscal Court

Dear General Heltzel:

It is my pleasure to confirm that the following project sub-grant has been approved through the Legislative Pre-Disaster Mitigation (LPDM) grant program pursuant to the Congressional appropriation for Fiscal Years 2008. The Scope of Work and Budget submitted by the State for this LPDM project sub-grants is approved except as noted in the Conditions below. Please be advised that any proposed change in the engineering design represents an SOW change and must be approved by our office prior to issuance of a contract or start of construction.

The Pre-Disaster Mitigation program was authorized by the Disaster Mitigation Act of 2000 to provide a consistent source of pre-disaster funding to State, Tribal, and local governments for mitigation planning and projects primarily related to natural hazards. Funding hazard mitigation projects reduces overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

LPDM Project Approval	Federal Share	Non-Federal Share	Total Project Cost
LPDM-PJ-04-KY-2008-005 Joint Pendleton, Grant County, and City of Williamstown Hazard Mitigation Project	\$500,000	\$167,000	\$667,000

This letter constitutes programmatic approval for use of LPDM funds. Sandra McNease, Assistance Officer in our Thomasville Office, will issue the financial award and documentation in support of this approval. The State has accepted the award. The funds have been obligated to the appropriate SmartLink account.

The CATEX for this project has been issued in eGrants. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in 44 CFR 10.8(d) (3), exist regarding this proposed project. The following "conditions of approval" are placed on this project.

Programmatic Conditions:

1. Changes to the engineering design of an approved mitigation project will be considered by FEMA but not approved automatically. The State must request a significant engineering design change as a formal SOW Revision. The Regional Office may allow significant engineering design changes if no environmental impacts are anticipated, if the project remains technically feasible, and/or once an additional round of environmental consultations is completed and a revised CATEX issues.
2. For projects related to improving structures sited in Special Flood Hazard Areas (SFHA's), the Applicant must verify that participating property owners are aware of the need to obtain and maintain flood insurance on the affected property for the life of the structure, and to comply with the floodplain construction requirements of the National Flood Insurance Program (NFIP), or the community, whichever are more restrictive. Moreover, a Deed Restriction to this effect must be signed and recorded by each participating property owner.
 - a. A signed "Acknowledgement of Conditions for Mitigation of Property within a SFHA" for each affected property must be provided to the Regional Office. A Model Acknowledgement is available on FEMA's web page:
<http://www.fema.gov/emergency/pre-disaster/conditions.shtml>
 - b. Verification that each owner of project property located within a SFHA either has a current, effective NFIP policy or has obtained flood insurance on the structure(s) benefiting from this project within 60 days of completion of the project as affects their property.
 - c. Confirmation that the Sub-grantee has recorded a "Deed Notice" for each project property located within a SFHA, that: "This property has received Federal hazard mitigation assistance. Federal law requires that insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."]

Environmental Conditions:

3. The Applicant must follow all applicable state, local, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If start of project work is delayed for a year or more after the date of this CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.
4. Any change, addition, or supplement to the approved project SOW that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
5. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
6. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.

Per the LPDM Guidance for FY2008, there are no provisions for cost overruns, and in order to be considered eligible costs, sub-grantee management costs must have been included in the sub-application. The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions, including the following highlights:

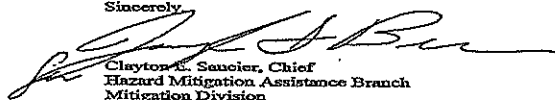
- The State will be paid in advance using the HHS SmartLink System. The State may advance portions of the approved Federal share to the Subgrantee provided procedures are maintained to minimize the time elapsing between the transfer of funds and their disbursement by the Subgrantee.
- Quarterly financial and programmatic progress reports for LPDM projects are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion. We request that quarterly reports be prepared and submitted in eGrants.
- The State must obtain prior approval from Ms. McNease and our office before implementing changes to the approved project SOW. A change in the SOW must be approved by FEMA in advance regardless of the budget implications. No cost overruns will be funded.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Upon completion of the LPDM project, although not specifically required, we request that the subgrantee's closeout request along with the State's recommendation be submitted to our office for review and concurrence, prior to reimbursement for the final Federal share of eligible project costs, as is done for our Hazard Mitigation Grant Program.
- Within 90 days after the expiration or termination of the project/sub-grant, the State must submit all financial, performance, and other reports and documentation required as a condition of this award.
- For close-out of this project, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Grantee's final site inspection for the project, the final total project cost and Federal share, any cost overrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic and environmental conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter.
- A copy of the Grantee's final site inspection report will be enclosed with the close-out request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for our EMGP program.
- The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the close-out request letter.
- The State will complete all necessary close-out procedures in eGrants as such features become functional and available.

3

The Period of Performance (POP) for this award is three years, January 6, 2009, through December 31, 2011. The POP for this sub-grant should be documented on all correspondence submitted to this office concerning the sub-grant, in addition to the quarterly report.

Thank you for submitting an application to the FY 2008 LPDM grant program. If you have any questions, please contact Richard S. Flood of my staff at (770) 220-5390.

Sincerely,



Clayton E. Saucier, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

4

In Re: Natural Resource Conservation Service Grant

Judge Bertram informed the court of a possible grant from the Natural Resource Conservation Service that could pay to repair slips caused by erosion from the recent ice and snow storms. This would be a match grant with 25% due from the county. A representative from the Natural Resource Conservation Service will be in the county on Wednesday February 11, 2009 to discuss what this grant will cover.

This was for informational purposes only, no action taken.

In Re: Airport Grant

Discussion was held regarding a grant that has been awarded to the Falmouth Pendleton County Airport Board. The grant match is \$5,220 and will be shared equally between the Fiscal Court and the City of Falmouth.

This was for informational purposes only, no action taken.



Steven L. Beshear
Governor

TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Joseph W. Prather
Secretary

January 22, 2009

Mr. Randy Wolfe Chairman
Falmouth Pendleton County Airport Board
400 Gene Snyder Airport Drive
Falmouth, KY 41040

Re: PO2 0800021748
KY 2009-46

Dear Mr. Wolfe:

This FAA project is for automated weather observation system (AWOS) and apron rehabilitation. FINAL approval of \$5,220 has been received for our portion of a federal project totaling \$208,784.

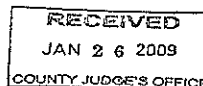
Attached is a copy of the executed agreement for your records. When you submit pay requests against this project, please be sure to refer to the Contract # and State # shown above.

Sincerely,

M. Virginia Wright
M. Virginia Wright
Airport Development Coordinator

MVV
Attachment

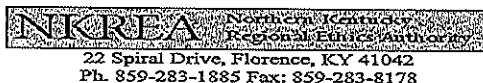
cc: Katie Kratz Stine, State Senator
Thomas Miles McKee, State Representative
Henry W. Bertram, County Judge Executive
April DeFalco, Mayor
Susan Rich, ENTRAN
Bill Stout, ENTRAN



An Equal Opportunity Employer M/F/D

In Re: Ethic Board Appointments NKADD

Judge Bertram presented the court with a copy of a letter regarding Enforcement Committee Appointments. Squire Veirs made a motion to approve these appointments by resolution, seconded by Squire Whaley, motion carried.



To: Judge Executive Henry Bertram
Pendleton County

From: Craig T. Bohman, NKREA Staff
Northern Kentucky Area Development District

Re: Enforcement Committee Appointments Date: February 4, 2009

Your Honor,

As you are aware the NKREA maintains an Enforcement Committee to receive ethics complaints, issue advisor opinions and recommend fines for violation of Pendleton County's ethics ordinance. The members of the committee serve for two year terms.

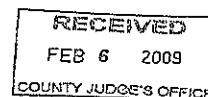
It is time to re-appoint the members of the Enforcement Committee. At the last NKREA annual meeting, the current members of the committee were re-nominated by the Authority Board. No new nominations were received for Authority Board consideration. Article III (A) of the inter-local agreement forming the NKREA requires that the Enforcement Committee members be approved by each member jurisdiction's legislative body. The six re-nominated members of the Enforcement Committee are:

- Marcus Carey, an attorney, of Sparta (Owen County). Mr. Carey is currently chair of the committee and maintains a law office in Erlanger.
- Daniel Cripe, retired, of Butler (Pendleton County).
- Darryl Cummins, a dental lab technician, of Williamstown (Grant County).
- Mary K. Molloy, an attorney, of Crescent Springs (Kenton County).
- Carolyn Lainhart, an adjunct professor, of Erlanger (Kenton County).
- Tom Quirk, a network security analyst, of Bellevue (Campbell County).

Please find a sample resolution that your legislative body can use to re-appoint these outstanding citizens of Northern Kentucky to the NKREA Enforcement Committee. There is one vacancy on the committee. If you have an outstanding person you would like to recommend to the Authority Board for nomination, please let me know. Please keep in mind that the inter-local prohibits any person that serves on the Enforcement Committee from having any other position with your jurisdiction.

Best regards,

Craig T. Bohman



_____ ORDER/RESOLUTION NO. _____
Your jurisdiction

AN ORDER/RESOLUTION ACCEPTING THE RE-APPOINTMENT OF
MARCUS CAREY, DANIEL CRIPE, DARRYL CUMMINS, MARY K.
MOLLOY, CAROLYN LAINHART, AND TOM QUIRK AS MEMBERS OF
THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY
ENFORCEMENT COMMITTEE FOR A TWO-YEAR TERM, EXPIRING ON
JANUARY 31, 2011.

* * *

WHEREAS, Ordinance No. _____ (as amended) established a code of
ethical conduct applicable to the officers and employees of _____ and
its agencies; and

WHEREAS, _____ entered into an inter-local agreement to join
the Northern Kentucky Regional Ethics Authority (NKREA) to implement said CODE
OF ETHICS; and

WHEREAS, Article III(A) of the Inter-local gives the NKREA Authority Board the
authorization to select members of the NKREA Enforcement Committee subject to the
approval of each member jurisdiction's relevant legislative body; and

WHEREAS, at the NKREA's Annual Meeting held October 30, 2008 the
Authority Board re-nominated Marcus Carey, Daniel Cripe, Darryl Cummings, Mary K.
Molloy, Carolyn Lainhart, and Tom Quirk to each serve a two-year term on the NKREA
Enforcement Committee ;

NOW, THEREFORE,
BE IT RESOLVED BY THE _____ OF
_____ COUNTY, KENTUCKY:

Section 1

That the appointment of Marcus Carey, Daniel Cripe, Darryl Cummings, Mary K.
Molloy, Carolyn Lainhart, and Tom Quirk as members of the NKREA Enforcement
Committee for a two-year term expiring on January 31, 2011 is hereby approved.

Section 2

That this order/resolution shall take effect and be in full force when passed and
recorded according to law.

JUDGE/EXECUTIVE or MAYOR

ATTEST:

CLERK

Passed: _____

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a
motion, seconded by Squire Fogle, carried that the following Budget Account Transfers be accepted and
approved as presented.

PENDLETON COUNTY FISCAL COURT
TUESDAY FEBRUARY 10, 2009
7:00 PM

COURT ORDER TRANSFERS

BUDGET FUND TRANSFER

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exe Office Supplies	\$1,000.00
01-5091-455	Mapping Petroleum Products	\$ 200.00
01-8000-740	Capital Building Projects (AOC)	\$4,000.00

Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-441	Machinery and Equipment	\$ 200.00
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LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5136-441	Homeland Security Machinery & Equipment	\$ 300.00
04-5405-333	Maintenance Agreement General	\$ 10.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-550	Medical Supplies	\$4,000.00
09-5140-592	Maintenance & Repairs, Vehicles	\$1,000.00

INTERFUND TRANSFERS

Transfer from General Fund to HRA Fund for February Contributions	\$2,119.30
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Transfer from Road Fund to HRA Fund for February Contributions	\$ 211.93
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Transfer from 911 Fund to HRA Fund for February Contributions	\$ 423.86
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Henry W. Bertram
County Judge/Executive

Vicky King
Fiscal Court Clerk

Date: _____

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Discussion was held regarding claims for the Road and Mental Health Departments. A claim from Cynthiana Tire should not have been billed to Pendleton County Road and should be removed from the claims and the claim for Robert Jenkins in the Mental Health Fund should be held until further notice.

Squire Veirs made a motion to pay all claims excluding the two above, seconded by Squire Whaley, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5034	Vendor	OFFICEDEPO OFFICE DEPOT		Voucher Date	02/10/2009
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		018947	OFFICE SUPPLIES JUDGES OFFICE	270.26
		Printed On Check 011151			Voucher Totals	270.26
Voucher No.	08-5035	Vendor	ACE FALMOUTH ACE HARDWARE		Voucher Date	02/10/2009
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		018915	KEYS FOR ANIMAL SHELTER	6.95
		Printed On Check 011152			Voucher Totals	6.95
Voucher No.	08-5036	Vendor	DKC RADIO DKC RADIO		Voucher Date	02/10/2009
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		018940	RADIO AND ACCESSORIES	529.92
		Printed On Check 011153			Voucher Totals	529.92
Voucher No.	08-5037	Vendor	MOBILCOM MOBILCOMM INC		Voucher Date	02/10/2009
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		018939	RADIO BATTERIES	167.72
		Printed On Check 011154			Voucher Totals	167.72
Voucher No.	08-5038	Vendor	POST OFFIC U S POST OFFICE		Voucher Date	02/10/2009
09-0110	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		018949	400 STAMPS JUDGES OFFICE	168.00
09-0110	01-5047-583-	TAX ADMINISTRATOR POSTAGE		018948	400 STAMPS TAX ADMINISTRATOR	168.00
		Printed On Check 011155			Voucher Totals	336.00
Voucher No.	08-5039	Vendor	UKB UNITED KY BANK OF PENDLETON COUNTY		Voucher Date	02/10/2009
09-0110	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		018955	SHERIFF TAX NOTICES MAILED 2/4/09	311.22
		Printed On Check 011156			Voucher Totals	311.22
Voucher No.	08-5040	Vendor	STACEYWELL STACEY WELLS		Voucher Date	02/10/2009
09-0110	01-5025-569-	REGISTRATION/CONFERENCES		018959	TRAVEL REIMBURSEMENT 195 MILES @ .37 MI LEXINGTON	72.52
		Printed On Check 011157			Voucher Totals	72.52
Voucher No.	08-5041	Vendor	KMCA KY MAGISTRATES & COMMISSIONERS ASSOC		Voucher Date	02/10/2009
09-0110	01-5025-569-	REGISTRATION/CONFERENCES		018958	KMCA LEGISLATIVE TRAINING DAY	150.00
		Printed On Check 011158			Voucher Totals	150.00
Voucher No.	08-5042	Vendor	NKAPC NORTHERN KY AREA PLANNING COMMISSION		Voucher Date	02/10/2009
09-0110	01-5070-399-	PLANNING - COMPREHENSIVE		018953	ZONING ADMINISTRATION FOR JANUARY	731.25
		Printed On Check 011159			Voucher Totals	731.25
Voucher No.	08-5043	Vendor	OFFICEDEPO OFFICE DEPOT		Voucher Date	02/10/2009
09-0110	01-5070-445-	P&Z OFFICE SUPPLIES		018935	P&Z OFFICE SUPPLIES	33.99
		Printed On Check 011160			Voucher Totals	33.99
Voucher No.	08-5044	Vendor	BRIANTHOMP BRIAN THOMPSON		Voucher Date	02/10/2009
09-0110	01-5070-445-	P&Z OFFICE SUPPLIES		018958	REIMBURSEMENT FOR POSTAGE	4.65
		Printed On Check 011161			Voucher Totals	4.65

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5045						
		Vendor FLEETONE	FLEETONE LLC		Voucher Date 02/10/2009	
09-0110	01-5070-455-	P&Z PETROLEUM PRODUCTS		018948	JANUARY PETROLEUM PRODUCTS	16.88
09-0110	01-5205-455-	PETROLEUM PRODUCTS		018948	JANUARY PETROLEUM PRODUCTS	132.62
09-0110	01-5210-455-	PETROLEUM PRODUCTS		018948	JANUARY PETROLEUM PRODUCTS	100.42
Printed On Check 011162						249.92
Voucher No. 08-5046						
		Vendor J & L TIRE	GARY HARDY / J&L TIRE SERVICE		Voucher Date 02/10/2009	
09-0110	01-5070-582-	VEHICLE - MAINTENANCE & REPAIR (P&Z)		018870	TIRES FOR P&Z VEHICLE	408.50
Printed On Check 011163						406.50
Voucher No. 08-5047						
		Vendor CONRAD	CONRAD HARDWARE AND FURNITURE		Voucher Date 02/10/2009	
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018805	LIGHT BULBS COURTHOUSE	18.76
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018905	CREDIT FROM PREVIOUS MONTH	(5.00)
09-0110	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018905	KENNEL SUPPLIES	1.37
Printed On Check 011164						13.13
Voucher No. 08-5048						
		Vendor COOPER	COOPER WHOLESALE, INC.		Voucher Date 02/10/2009	
09-0110	01-5080-411-	CUSTODIAL SUPPLIES	88293	018952	COURTHOUSE CUSTODIAL SUPPLIES	27.27
Printed On Check 011165						27.27
Voucher No. 08-5049						
		Vendor FAMILY	FAMILY DOLLAR STORES		Voucher Date 02/10/2009	
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018938	COURTHOUSE CUSTODIAL SUPPLIES	11.74
Printed On Check 011166						11.74
Voucher No. 08-5050						
		Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC		Voucher Date 02/10/2009	
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018882	COURTHOUSE MAT RENTAL	229.28
09-0110	01-5088-499-	OTHER SUPPLIES ANNEX BLDG.		018882	ANNEX MAT RENRAL	23.56
Printed On Check 011167						252.84
Voucher No. 08-5051						
		Vendor WYATT'S	WYATT'S SUPERVALU		Voucher Date 02/10/2009	
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018886	COURTHOUSE CUSTODIAL SUPPLIES	2.50
Printed On Check 011168						2.50
Voucher No. 08-5052						
		Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.		Voucher Date 02/10/2009	
09-0110	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		018954	ELEVATOR MAINTENANCE	82.50
Printed On Check 011169						82.50
Voucher No. 08-5053						
		Vendor MOBILCOM	MOBILCOMM INC		Voucher Date 02/10/2009	
09-0110	01-5088-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT		018917	JANUARY MAINTENANCE CONTRACT COUNTY PROPERTIES	76.20
Printed On Check 011170						76.20
Voucher No. 08-5054						
		Vendor ALLIANCE	ALLIANCE TAGS		Voucher Date 02/10/2009	
09-0110	01-5085-499-	CO PROPERTIES - OTHER SUPPLIES		018908	PROPERTY IDENTIFICATION TAGS	481.00
Printed On Check 011171						481.00

Page No 2

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5055						
		Vendor FLEETONE	FLEETONE LLC		Voucher Date 02/10/2009	
09-0110	01-5091-455-	MAPPING PETROLEUM PRODUCTS		018857	JANUARY PETROLEUM PRODUCTS - MAPPING	36.41
Printed On Check 011172						36.41
Voucher No. 08-5056						
		Vendor TRANS CARE	TRANS CARE OF KENTUCKY, INC.		Voucher Date 02/10/2009	
09-0110	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		018936	ALS CONTRACT JANUARY 2009	22,750.00
Printed On Check 011173						22,750.00
Voucher No. 08-5057						
		Vendor PCVH	PENDLETON COUNTY VETERINARY HOSP.		Voucher Date 02/10/2009	
09-0110	01-5205-385-	VETERINARY SERVICE		018950	EUTHANASIA 12, VOUCHER	123.00
Printed On Check 011174						123.00
Voucher No. 08-5058						
		Vendor BARNES	BARNES HARDWARE AND LUMBER		Voucher Date 02/10/2009	
09-0110	01-5205-403-	ANIMAL FOOD AND SUPPLIES		018918	SUPPLIES FOR ANIMAL SHELTER	118.38
Printed On Check 011175						118.38
Voucher No. 08-5059						
		Vendor PAULTUEMLE	PAUL TUEMLER L.P. GAS		Voucher Date 02/10/2009	
09-0110	01-5205-578-	DOG KENNEL UTILITIES		018858	JANUARY 3 & 24 GAS DELIVERIES ANIMAL SHELTER	1,897.50
Printed On Check 011176						1,897.50
Voucher No. 08-5060						
		Vendor EDWARDS	FRED EDWARDS		Voucher Date 02/10/2009	
09-0110	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		018933	REIMBURSEMENT FOR POSTAGE	6.49
Printed On Check 011177						6.49
Voucher No. 08-5061						
		Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		Voucher Date 02/10/2009	
09-0110	01-5210-468-	RECYCLING & LANDFILL SUPPLIES		018928	LAND FILL SUPPLIES	47.70
Printed On Check 011178						47.70
Voucher No. 08-5062						
		Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA		Voucher Date 02/10/2009	
09-0110	01-7700-805-	INTEREST ON LEASE - COLT		018937	WATER DISTRICT LEASE PAYMENT #142	313.52
Printed On Check 011179						313.52
Voucher No. 08-5063						
		Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC		Voucher Date 02/10/2009	
09-0110	01-9100-398-	OTHER CONTRACTED SERVICES		018787	JANUARY AMBULANCE BILLINGS 6% COLLECTED	1,581.41
Printed On Check 011180						1,581.41
Voucher No. 08-5064						
		Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK		Voucher Date 02/10/2009	
09-0110	01-9100-539-	LEGAL NOTICES		018951	JANUARY LEGAL NOTICES	486.92
Printed On Check 011181						486.92
						31 Vouchers Printed Totalling 31,831.79

Page No 3

Pendleton County Fiscal Court

Voucher Claims Register

Road Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5065	Vendor FLEETONE	FLEETONE LLC			
09-0210	02-6105-435-	PETROLEUM PRODUCTS		023464	JANUARY PETROLEUM PRODUCT	Voucher Date 02/10/2009
		Printed On Check 005584				2,621.08
Voucher No.	08-5066	Vendor MORTONSALT	MORTON INTERNATIONAL			
09-0210	02-6105-447-	ROAD MATERIALS		023459	SAF-T-SALT 51.29 TONS	Voucher Date 02/10/2009
		Printed On Check 005585				3,538.50
Voucher No.	08-5067	Vendor ANDER, EQU	ANDERSON'S EQUIPMENT CO.			
09-0210	02-6105-447-	ROAD MATERIALS		023453	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005585				135.58
Voucher No.	08-5068	Vendor FREIGHTLIN	FREIGHTLINER TRUCKS			
09-0210	02-6105-447-	ROAD MATERIALS		023460	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005587				195.36
Voucher No.	08-5069	Vendor TIMSKITCHEN	TIM'S KITCHEN			
09-0210	02-6105-447-	ROAD MATERIALS		023462	MEALS - NATIONAL GUARD ICE STORM	Voucher Date 02/10/2009
		Printed On Check 005588				208.45
Voucher No.	08-5070	Vendor ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.			
09-0210	02-6105-447-	ROAD MATERIALS		023461	RENTAL EQUIP. FOR ICE & DEBRIS REMOVAL	Voucher Date 02/10/2009
		Printed On Check 005589				882.73
Voucher No.	08-5071	Vendor DAVIS DIST	DAVIS DISTRIBUTING			
09-0210	02-6105-447-	ROAD MATERIALS		023452	GUARDRAIL, BUFFERS, REBAR, BOLTS	Voucher Date 02/10/2009
		Printed On Check 005590				1,605.80
Voucher No.	08-5072	Vendor KY MOTOR	KENTUCKY MOTOR SERVICE, FALMOUTH			
09-0210	02-6105-447-	ROAD MATERIALS		023431	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005591				184.19
Voucher No.	08-5073	Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			
09-0210	02-6105-447-	ROAD MATERIALS		023419	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005592				117.10
Voucher No.	08-5074	Vendor ACE	FALMOUTH ACE HARDWARE			
09-0210	02-6105-447-	ROAD MATERIALS		023427	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005593				61.99
Voucher No.	08-5075	Vendor CRUPPER	KIM CRUPPER			
09-0210	02-6105-447-	ROAD MATERIALS		023445	101.88 TONS SAF-T-SALT @ 110.00	Voucher Date 02/10/2009
		Printed On Check 005594				11,206.80
Voucher No.	08-5076	Vendor TRUCK & TR	TRUCK AND TRAILER SUPPLY			
09-0210	02-6105-447-	ROAD MATERIALS		023463	HUB, BRAKE DRUM, MIRROR, BAR CHAIN, DISC WHEEL	Voucher Date 02/10/2009
		Printed On Check 005595				1,435.87
					Voucher Totals	1,435.87

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5077	Vendor GARYVEIRS	GARY VEIRS			
09-0210	02-6105-447-	ROAD MATERIALS		023451	REIMBURSEMENT FOR FUEL & WASHER FUEL	Voucher Date 02/10/2009
		Printed On Check 005596				30.54
Voucher No.	08-5078	Vendor BARNES	BARNES HARDWARE AND LUMBER			
09-0210	02-6105-447-	ROAD MATERIALS		023430	ROAD MATERIALS	Voucher Date 02/10/2009
		Printed On Check 005598				41.98
Voucher No.	08-5080	Vendor COUNTRYSID	COUNTRYSIDE TRACTOR AND SUPPLY, LLC			
09-0210	02-6105-447-	ROAD MATERIALS		023435	CHAINSAW	Voucher Date 02/10/2009
		Printed On Check 005599				376.90
Voucher No.	08-5081	Vendor MOBILCOM	MOBILCOMM INC			
09-0210	02-6105-447-	ROAD MATERIALS		023444	FEBRUARY RADIO SERVICE CONTRACT ROAD DEPT	Voucher Date 02/10/2009
		Printed On Check 005602				105.00
Voucher No.	08-5082	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			
09-0210	02-7700-606-	INTEREST ON TRUCK LEASE		023446	DUMP TRUCK LEASE PAYMENT #5	Voucher Date 02/10/2009
		Printed On Check 005603				315.54
					Voucher Totals	315.54
					17 Vouchers Printed Totalling	23,063.39

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Pendleton County Fiscal Court
Voucher Claims Register

Jail Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5083	Vendor	BOONEJAIL	BOONE COUNTY JAIL		
09-0310	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031586	INMATE HOUSING 384 DAYS @ \$35 A DAY	Voucher Date 02/10/2009
		Printed On Check 004825				12,740.00
Voucher No.	08-5084	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
09-0310	03-5101-389-	MISCELLANEOUS CONTRACTUAL SERVICES		031587	FEBRUARY SALARIES - 2 TRANSPORT OFFICERS	Voucher Date 02/10/2009
		Printed On Check 004828				5,323.57
Voucher No.	08-5085	Vendor	GALLSINC	GALLS INCORPORATED		
09-0310	03-5101-441-	MACHINERY AND EQUIPMENT		031582	WINDOW BARRIER FOR CROWN VIC	Voucher Date 02/10/2009
		Printed On Check 004827				409.34
Voucher No.	08-5086	Vendor	KEN KELLS	KEN KELLS		
09-0310	03-5101-445-	OFFICE SUPPLIES		031581	REIMBURSEMENT FOR TRANSPORT EXPENSE	Voucher Date 02/10/2009
		Printed On Check 004828				29.27
Voucher No.	08-5087	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
09-0310	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031585	JANUARY TRANSPORT 2489 MILES @ .35 A MILE	Voucher Date 02/10/2009
		Printed On Check 004829				888.00
Voucher No.	08-5088	Vendor	FLEETONE	FLEETONE LLC		
09-0310	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031584	JANUARY PETROLEUM PRODUCTS	Voucher Date 02/10/2009
		Printed On Check 004830				371.65
Voucher No.	08-5089	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		
09-0310	03-5101-582-	MAINTENANCE & REPAIR - VEHICLES		031657	MAINTENANCE ON J1 VEHICLE	Voucher Date 02/10/2009
		Printed On Check 004831				50.45
					Voucher Totals	50.45
					7 Vouchers Printed Totalling	19,791.68

Pendleton County Fiscal Court
Voucher Claims Register

L.G.E.A. Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	08-5090	Vendor	ACE	FALMOUTH ACE HARDWARE		
09-0410	04-5135-411-	CUSTODIAL SUPPLIES		041968	CUSTODIAL SUPPLIES EOC	Voucher Date 02/10/2009
		Printed On Check 001081				10.58
Voucher No.	08-5091	Vendor	FLEETONE	FLEETONE LLC		
09-0410	04-5135-455-	EM PETROLEUM PRODUCTS		041980	JANUARY PETROLEUM PRODUCTS	Voucher Date 02/10/2009
		Printed On Check 001092				102.13
Voucher No.	08-5092	Vendor	JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES		
09-0410	04-5135-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041977	UPGRADE ELECTRICAL COMPONETS AT EOC	Voucher Date 02/10/2009
		Printed On Check 001095				295.39
Voucher No.	08-5093	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION		
09-0410	04-5405-333-	MAINTENANCE AGREEMENT GENERAL		041979	GROUNDSKEEPER SALARY 01-09 THRU 6-30-08	Voucher Date 02/10/2009
		Printed On Check 001096				1,665.00
					Voucher Totals	1,665.00
					4 Vouchers Printed Totalling	2,073.08

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5094						
		Vendor	PEND EMS	PENDLETON COUNTY EMS, INC	Voucher Date	02/10/2009
09-0810	09-5140-303-	AMBULANCE SERVICE				
		Printed On Check	001088	092419	JAN. 2ND AMB RUNS 9 @80.00 + INS & TAXES	883.08
						Voucher Totals
						883.08
Voucher No. 08-5095						
		Vendor	WYATT'S	WYATT'S SUPERVALU	Voucher Date	02/10/2009
09-0810	09-5140-411-	CUSTODIAL SUPPLIES				
		Printed On Check	001089	082402	JANUARY CUSTODIAL SUPPLIES	46.48
						Voucher Totals
						46.48
Voucher No. 08-5098						
		Vendor	ACE	PALMOUTH ACE HARDWARE	Voucher Date	02/10/2009
09-0910	09-5140-411-	CUSTODIAL SUPPLIES				
		Printed On Check	001090	082406	CUSTODIAL SUPPLIES AMBULANCE QRTS	89.66
						Voucher Totals
						89.66
Voucher No. 08-5097						
		Vendor	MOBILCOM	MOBILCOMM INC	Voucher Date	02/10/2009
09-0910	09-5140-441-	MACHINERY & EQUIPMENT				
		Printed On Check	001091	092415	RADIO SERVICE CONTRACT - FEBRUARY 2009	218.50
						Voucher Totals
						218.50
Voucher No. 08-5098						
		Vendor	CONRAD	CONRAD HARDWARE AND FURNITURE	Voucher Date	02/10/2009
09-0910	09-5140-445-	OFFICE SUPPLIES				
		Printed On Check	001092	092393	OFFICE SUPPLIES AMBULANCE QRTS	10.99
						Voucher Totals
						10.99
Voucher No. 08-5099						
		Vendor	LIFESTARRE	LIFE STAR RESCUE INC	Voucher Date	02/10/2009
09-0910	09-5140-499-	OTHER SUPPLIES				
		Printed On Check	001093	082414	STAR OF LIFE DECAL	33.07
						Voucher Totals
						33.07
Voucher No. 08-5100						
		Vendor	MOORE	MOORE MEDICAL CORP.	Voucher Date	02/10/2009
09-0910	09-5140-550-	MEDICAL SUPPLIES				
		Printed On Check	001094	092398	MEDICAL SUPPLIES	2,924.49
						Voucher Totals
						2,924.49
Voucher No. 08-5101						
		Vendor	BOUNDTREE	BOUND TREE MEDICAL, LLC	Voucher Date	02/10/2009
09-0910	09-5140-550-	MEDICAL SUPPLIES				
		Printed On Check	001095	082422	MEDICAL SUPPLIES	318.34
						Voucher Totals
						318.34
Voucher No. 08-5102						
		Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.	Voucher Date	02/10/2009
09-0910	09-5140-550-	MEDICAL SUPPLIES				
		Printed On Check	001096	092421	COMPRESSED OXYGEN	85.56
						Voucher Totals
						85.56
Voucher No. 08-5103						
		Vendor	POST OFFIC	U S POST OFFICE	Voucher Date	02/10/2009
09-0910	09-5140-563-	POSTAGE COSTS				
		Printed On Check	001097	092413	POST OFFICE BOX RENTAL 1 YEAR	58.00
						Voucher Totals
						58.00
Voucher No. 08-5104						
		Vendor	MOBILCOM	MOBILCOMM INC	Voucher Date	02/10/2009
09-0910	09-5140-571-	RENEWALS & REPAIRS				
		Printed On Check	001098	092423	REPLACED DEFECTIVE BEZEL, PTT, PATT ETC	53.72
						Voucher Totals
						53.72
Voucher No. 08-5105						
		Vendor	NORTON	TIM NORTON AUTO SERVICE LLC.	Voucher Date	02/10/2009
09-0810	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES				
		Printed On Check	001099	092420	REPLACE IGNITION SWITCH ON 2003 FORD VAN E450	80.00
						Voucher Totals
						80.00

Pendleton County Fiscal Court
Voucher Claims Register

Ambulance Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5106						
		Vendor	NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.	Voucher Date	02/10/2009
09-0910	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES				
		Printed On Check	001102	082388	MAINTENANCE ON VEHICLES	6.50
						Voucher Totals
						6.50
Voucher No. 08-5107						
		Vendor	NORTON	TIM NORTON AUTO SERVICE LLC.	Voucher Date	02/10/2009
09-0910	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES				
		Printed On Check	001103	092417	LOF - 4 TIRES	1,606.00
						Voucher Totals
						1,606.00
Voucher No. 08-5111						
		Vendor	FLEETONE	FLEETONE LLC	Voucher Date	02/10/2009
09-0910	09-5140-455-	GAS, OIL, ETC				
		Printed On Check	001104	092425	JANUARY PETROLEUM PRODUCTS	1,032.81
						Voucher Totals
						1,032.81
						15 Vouchers Printed Totalling
						7,447.18

Pendleton County Fiscal Court
Voucher Claims Register

MH/MR Fund Fund
From: 02/10/2009 To: 02/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 08-5110		Vendor ROBERTJENK	ROBERT C. JENKINS, LMFT			
09-0810	88-5233-343-	GENERAL HEALTH - MH/MR		880111	JANUARY 2009 COUNSELING SESSIONS PER AGREEMENT	2,333.33
		Printed On Check 000534				
Voucher Totals						2,333.33
1 Vouchers Printed Totalling						2,333.33

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In Re: Closing Remarks

Mike Moore will call Phillip Hart regarding getting his signature on the Mutual Aid Agreement with Northern Pendleton Fire District. Judge Bertram reported that the Nextel phone service was out for several days during the last two storms. Due to this outage it is apparent that a different service is needed for both Judge Bertram and Emergency Manager Moore. Emergency Manager Moore has researched what service may be best and it appears that Cingular would be the best service at \$152.00 month for both services, they would also like to purchase 2 blackberries with unlimited emails, Cingular Mobile to Mobile service at a cost of \$269.00 each.

In Re: Adjournment

Squire Wells made a motion to adjourn, seconded by Squire Veirs, carried that this meeting be adjourned to meet again in regular session on February 24th, 2009, subject to any called meetings.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk